

Terms of Participation

Please read the following points carefully as they contain important information that you need to know and which will apply to your entry!

1. The promoter of this competition **Win Miami** is EF Education AG (Schweiz) and the organizer of the trip is EF Education First Ltd, a Swiss company located at: Selnaustrasse 30, Zurich, Switzerland (the "Promoter", "us", "we", "EF").
2. Information on how to enter and the prizes form part of these conditions of entry (the "Terms of Participation").

Eligibility

3. Entry is free and open to residents of Switzerland aged 16 years or over.
4. If you are a minor over the age of 16 but under the age of 18, you should review these Terms of Participation with your parent or guardian to make sure you both understand them. We require parental consent to award the prize to participants under 18 who are selected as winners of any of the prizes. If we learn that we have collected information from an individual under the age of 16 without parental consent, then we will delete that information as soon as possible. If you are a minor when the trip takes place, you must travel with a chaperone if selected as winner. You are in such case solely responsible for the chaperone's costs for travelling with you
5. We may ask you to provide proof of identity, residency and age, to confirm that you are eligible to participate.
6. You may only enter once.
7. Sorry, but if you (or your immediate family or housemates) are employees or contractors of the Promoter, or its subsidiaries or parent or affiliated companies, then you're not eligible to participate.
8. The laws in some places may not allow the Promoter to run such promotions, so this competition and these Terms of Participation are void in those places.

How to enter

9. To enter, simply visit the Win Miami landing page and fill in the form with the information asked of you. You don't have to buy anything to enter.

10. By entering, you confirm that all of your entry is your own work. It's your responsibility to make sure that your entry doesn't infringe on any third party rights.

Competition period

11. The competition starts on the 21st of June, 2023 09:30 GMT+1 and closes on the 30th of September 2023 at 17:00 GMT+1. Your entry is received at the time we receive it. If your entry gets lost in cyberspace or doesn't arrive for any other reason, you won't hold us responsible.
12. Any changes to these Terms of Participation (which may include changing the Closing Date) will be published on the competition entry page, so you should check this page regularly.

The prize

13. The prize consists of a one week language stay in Miami for you and a friend of yours, a standard course (26 Lessons per week), as well as the flight (maximum CHF 1000.-). We'll use reasonable efforts to award the prize as described, but if we can't due to unforeseen circumstances, we'll substitute it for another prize of a similar value.
14. You'll be fully responsible to pay any taxes, fees and additional costs associated with the prize (other than those expressly included in the prize description).
15. The prize is not transferable or refundable. The prize, or any unused portion of the prize, can't be taken as cash. If you are unable to take or use the prize, you will forfeit it and it will be awarded to the next best entry.
16. If the prize includes travel, you are responsible for ensuring you have all valid travel documentation such as passport and visas.
17. The prize must be collected no later than 31th of October 2023 and completed no later than 30th of September, 2024

Winner selection

18. One (1) winner will be selected from eligible entries. From the entries, a winner will be selected at random. The winner will then be contacted by correspondence.
19. The winners will be notified by e-mail or phone in October. Their first names, last names, city may be published on the campaign website and via EF's social media accounts. Names of the winners (first name, last name and city) may also be announced in

further promotional communication from the Promoter. The winner must claim its prize within seventy-two (72) hours from the time the prize notification email was sent, by contacting the Promoter via the contact details in the prize notification email. If the prize notification email is returned as undeliverable, or if the prize remains unclaimed seventy-two (72) hours after the prize notification email was sent, the prize will be forfeited and an alternate winner will be selected from all remaining (non-winning) eligible entries. You may not hold us liable if you don't receive the prize notification email due to spam, junk e-mail or other security settings or if you provided incorrect or otherwise non-functioning contact information. ¹

Intellectual Property

20. By submitting your entry, you understand that the Promoter, anyone acting on behalf of the Promoter, or its respective licensees, successors and assignees will have the worldwide irrevocable right to review, print, publish, broadcast, distribute, and use, in any media, in perpetuity, your entry, including without limitation, the entry and the your name, portrait, picture, voice, likeness, image or information for trade, advertising, public relations and promotional purposes, without any further compensation.

Limitation of liability

21. TO THE FULLEST EXTENT PERMITTED BY LAW THE PROMOTER WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER WHICH IS SUFFERED (INCLUDING BUT NOT LIMITED TO INDIRECT OR CONSEQUENTIAL LOSS) OR FOR ANY PERSONAL INJURY (INCLUDING DEATH) SUFFERED OR SUSTAINED IN CONNECTION WITH YOUR PARTICIPATION IN THE COMPETITION AND/OR RELATED TO THE PRIZE EXCEPT FOR ANY LIABILITY, WHICH CANNOT BE EXCLUDED BY LAW (IN WHICH CASE SUCH LIABILITY IS LIMITED TO THE MAXIMUM EXTENT ALLOWABLE BY LAW). THE PROMOTER WILL NOT BE RESPONSIBLE FOR ANY INCORRECT, INACCURATE OR INCOMPLETE INFORMATION COMMUNICATED IN THE COURSE OF OR IN CONNECTION WITH THIS COMPETITION IF THE DEFICIENCY IS OCCASIONED BY ANY CAUSE OUTSIDE THE REASONABLE CONTROL OF THE PROMOTER INCLUDING WITHOUT LIMITATION TECHNICAL MALFUNCTIONS OR FAILURES. TAX IMPLICATIONS MAY ARISE FROM THE RECEIPT OR USE OF A PRIZE. INDEPENDENT FINANCIAL ADVICE SHOULD BE SOUGHT.
22. You agree to release and hold harmless the Promoter and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) your participation in the competition, and/or your acceptance, possession, use, or misuse of the prize or any portion thereof, (ii) technical failures of any kind, including but

¹ Please review if this procedure applies for your competition and adapt otherwise. Important that this is clear to the participant.

not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the competition; (v) electronic or human error which may occur in the administration of the competition or the processing of entries.

23. In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the control of the Promoter, the Promoter may cancel, terminate, modify or suspend the competition.

Personal data

24. Any personal information or other information about you collected by the Promoter through, or in connection with, the competition is subject to our [Privacy Policy](#). Your personal data, such as your name and your email address, will be processed by the Promoter for the purposes of your participation in this competition and to provide you with information and promotions about the Promoter and/or any of its affiliates that we deem could be of interest to you. We may share your personal data with our corporate affiliates, claims handlers, and other business partners both within and outside the EEA/Switzerland. We have put appropriate safeguards in place for transfers of your personal data outside the EEA/Switzerland, including the standard data protection clauses adopted by the European Commission. The Promoter and its affiliates may also use your personal data, combined with information about you obtained from third party sources, to market our products and services, including special promotions based on your interests. You have the right to, at any time, withdraw your consent or object to us using your personal data for direct marketing purposes by contacting us at the address set out below. We will only keep your personal data for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stipulated by law and good market practice, unless further retention is necessary for compliance with a legal obligation or for the establishment, exercise or defense of legal claims.
25. If you are lucky enough to be selected as winner, you agree that your details may be used in publicity. Winners may be asked to produce blog articles, images and videos from their trip. The content produced may be used on the campaign website and other advertising channels owned by EF.

If you would like to have a copy of the information the Promoter holds about you, or a copy of the standard data protection clauses, or would like to rectify or erase personal data, or restrict the processing of personal data, or otherwise object to our processing, or use your right to data portability, please contact us by email, or write to us at EF Education First, Selnaustrasse 30, 8001 Zurich, Switzerland. If you would like to lodge a complaint, please contact the supervisory authority in the country where you live.

Dispute resolution

26. Unless otherwise agreed or required by a mandatory law, these Terms of Participation are subject to the laws of Switzerland, without regard to choice or conflicts of law principles. Further, you and the Promoter agree that any dispute, controversy or claim arising out of or in connection with this competition and these Terms of Participation, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be in Zurich, Switzerland, and the arbitration proceedings shall be conducted in English.

If you have any questions or concerns regarding the competition and website, please contact us at Sprachschulen.ch@ef.com

//End of Terms & Conditions//